

**FOR COUNTY USE ONLY**

County of San Bernardino

F A S**STANDARD CONTRACT**

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC		Dept.	A	Contract Number	
County Department Arrowhead Regional Medical Center					Dept.	Orgn.	Contractor's License No.	
County Department Contract Representative Mark H. Uffer, Director					Telephone 580-6150		Total Contract Amount \$175,000 aggregate	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason:								
Commodity Code			Contract Start Date 8/1/03		Contract End Date 6/30/06		Original Amount	
							Amendment Amount	
Fund EAD	Dept. MCR	Organization MCR	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No.		Amount \$175,000 aggregate	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Project Name Non-Emergency				Estimated Payment Total by Fiscal Year				
Patient Transportation				FY	Amount	I/D	FY	Amount
Contract Type – 2(h)				03/04	~ \$55,000			
				04/05	~ \$60,000			
				05/06	~ \$60,000			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Premier Medical Transportation, Inc.Hereinafter called Contractor

Address

1012 Cooley Drive, Suite GColton, CA 92324

Telephone

(909) 433-3939

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

This Agreement is entered into by and among the County of San Bernardino, hereinafter referred to as "County" on behalf of the Arrowhead Regional Medical Center, hereinafter referred to as "Medical Center" and Premier Medical Transportation, Inc., hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, Contractor is in the business of providing non-emergency medical transportation by wheelchair and gurney van; and

WHEREAS, Medical Center is located within the geographical area served by Contractor and has recurring need for the transport of patients to other locations; and

WHEREAS, both parties will benefit if Medical Center obtains these services from Contractor;

NOW THEREFORE, the parties enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. Obligations of Contractor:

1. Respond to all calls and/or requests for non-emergency transportation within 30 minutes, by an adequate number of staff, available 24 hours a day, 7 days a week, and advise Medical Center as to availability of transportation van and anticipated time of service.
2. Assume overall responsibility for billing third-party payors, including but not limited to, share of cost for Medicare, Medi-Cal and other Health Maintenance Organizations (HMO) or Prospective Payment Organizations (PPO).
3. Where Medical Center is designated as payor, bill Medical Center for patient transportation services according to the fee schedule in Attachment A, on a *Centers for Medicare and Medicaid* 1500 form.
4. Provide a billing system that will allow adequate tracking of Medical Center Departments utilizing transportation services, including rate, date of service, address of transport, name and location of Department Individual authorizing transport services.
5. Provide a notification system that will provide sufficient tracking of patient transport.
6. Be responsible for all service and labor related expenses for all vehicles and personnel.

II. Obligations of Medical Center:

1. Contact Contractor with requests for non-emergency patient transportation.
2. Prior to the time of the transport of the patient, or as soon thereafter as reasonably possible, supply Contractor with a completed order form for medical transportation, a blank copy of which is attached as Attachment B. The order form shall confirm the transport request and provide information regarding financial responsibility, insurance or other medical payment coverage, to the extent permitted by law, for Contractor to bill patients and/or third party payors.
3. Reimburse Contractor for non-emergent transportation of patients, at a mutually agreed upon rate, as shown in Attachment A.
4. Receive, review and process all invoices for transportation services. All invoices will be due and payable within 60 days of the date on the invoice.

III. Indemnification:

1. Contractor agrees to indemnify, defend and hold harmless County from and against any and all claims, losses, liability, costs, expenses, or judgments for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent that such injury or damage results from or is connected with the performance or failure to perform obligations hereunder by Contractor, its officers, partners, employees or agents. The foregoing indemnity and hold harmless obligations of Contractor include and apply without limitation to injury or damage to County, County indemnities, patients, third parties, or any or all of them and their respective property, officers, partners, employees or agents.
2. County agrees to indemnify and hold harmless Contractor and its officers, partners, employees, or agents from and against any and all claims, losses, damages, liability, costs, expenses or judgment for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent that such injury or damage results from or is connected with the performance or failure to perform obligations hereunder by County. The foregoing indemnity and hold harmless obligations of County include and apply without limitation to injury or damage to Contractor, patients, third parties or any and all of them and their respective property, officers, partners, employees or agents.
3. In the event either party is found to be comparatively at fault for any claim action, loss or damage which results from their respective obligations under this Agreement, that party shall indemnify the other to the extent of its comparative fault.

4. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release either party from its indemnification obligations hereunder as to any claim or cause of action asserted so long as the event upon which such claim of action is predicated shall have occurred prior to the effective date of any such termination or completion.

IV. Insurance:

Without in any way affecting the indemnity herein provided and in addition thereto the Contractor shall secure and maintain throughout this Agreement the following types of insurance with limits as shown:

1. **Workers' Compensation** – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.
2. **Comprehensive General and Automobile Liability Insurance** – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than \$2,000,000.
3. **Errors and Omissions Liability Insurance** – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
4. **Professional Liability** – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
5. **Additional Named Insured** – All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
6. **Waiver of Subrogation Rights** – Except for the Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
7. **Policies Primary and Non-Contributory** – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
8. **Proof of Coverage** – Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
9. **Insurance Review** – The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurances is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

V. Destruction or Disruption:

Either party shall be excused from performance of its duties under this Agreement if it is unable to perform because of the destruction of its facilities, war or causes beyond its control. Either party shall provide written notice to the other within 10 days of any labor dispute for which either party needs relief under this paragraph. However, in such circumstances, either party shall be released from performance of its duties only for the time period during which it is unable to perform such services because of the labor dispute.

VI. Attorneys Fees and Costs:

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto payable under Sections III Indemnification and IV Insurance.

VII. Status of Parties:

1. The parties hereby expressly understand and agree that this Agreement is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association between Contractor and County but is rather an Agreement by and between independent contractors.
2. The parties hereby expressly understand and agree that their employees, agents, and independent contractors are not the employees or agents of the other party for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, other fringe benefits of employment, or workers' compensation insurance.

VIII. Assignment:

Neither party hereto shall assign its rights or obligations pursuant to this Agreement without express written consent of the other party.

IX. Modification:

No modification, amendment, supplement to or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

X. Rules of Construction:

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either the County or the Contractor. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identification of the person or persons, firm or firms, corporation or corporations may require.

XI. Governing Law:

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any reference herein to state law shall mean the laws of the State of California.

XII. Counterparts:

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire Agreement of the parties hereto.

XIII. Severability:

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XIV. Term and Termination:

This Agreement shall be effective August 1, 2003 through June 30, 2006. However, this Agreement may be terminated, with or without cause, for any reason or no reason, by either party after giving the other party sixty (60) days advance written notice of its intention to terminate. The Director of the Medical Center is authorized to initiate the termination on behalf of the County.

XV. Notices:

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and personally delivered to the other party or deposited in the United States mail, certified with return receipt requested and postage prepaid, and addressed to the other party as follows:

Arrowhead Regional Medical Center
400 North Pepper Avenue
Colton, CA 92324
Attn: Mark Uffer, Director

Premier Medical Transportation Services
1012 Cooley Drive, Suite G
Colton, CA 92324

XVI. Health Insurance Portability and Accountability Act (HIPAA):

Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Contractor shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as Appendix I.

XVII. Entire Agreement:

This Agreement contains the final, complete and exclusive Agreement between the parties hereto. Any prior Agreement promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

XVIII. Former County Officials:

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management or Safety Management Units.

If during the course of the administration of this Agreement, County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to County, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, County is entitled to pursue any available legal remedies.

XIX. Authorization:

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Premier Medical Transportation Services
(Print or type name of corporation, company, contractor, etc.)

By: ►
(Authorized signature - sign in blue ink)

Name: _____
(Print or type name of person signing contract)

Title: _____
(Print or Type)

Dated: _____

Address: 1012 Cooley Drive, Suite G
Colton, CA 92324

Approved as to Legal Form

►
County Counsel

Reviewed by Contract Compliance

►

Presented to BOS for Signature

►
Department Head

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Date _____

Date _____

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

**ARROWHEAD REGIONAL MEDICAL CENTER
NON-EMERGENT MEDICAL TRANSPORTATION FEE SCHEDULE**

DESCRIPTION	RATE
Wheelchair/Ambulatory (one way)	
Weekday Transport or No Show (within 15 mile radius)	\$52.00
After Hours (5:00 pm- 8:00 am), Weekend/Holiday (within 15 mile radius)	\$67.50
Weekend Transport or No Show (outside 15 mile radius) plus mileage rate	\$52.00
After Hours (5:00 pm – 8:00 am), Weekend/Holiday (outside 15 mile radius) plus mileage rate	\$67.50
Waiting Time (over 15 min, per 15 min)**	\$12.00
Mileage (outside 15 mile radius)~	\$2.00
Oxygen (per use up to 8 LPM) For Skilled Nursing Transports Only	\$12.00
Gurney (one way, requires 2 attendants)	
Weekday Transport or No Show (within 15 mile radius)	\$125.00
After Hours (5:00 pm- 8:00 am), Weekend/Holiday (within 15 mile radius)	\$170.00
Weekend Transport or No Show (outside 15 mile radius) plus mileage rate	\$125.00
After Hours (5:00 pm – 8:00 am), Weekend/Holiday (outside 15 mile radius) plus mileage rate	\$170.00
Waiting Time (over 15 min, per 15 min)**	\$20.00
Mileage (outside 15 mile radius)~	\$3.50
Oxygen (per use up to 8 LPM) For Skilled Nursing Transports Only	\$12.00
Shuttle Car (one way)	
Weekday Transport or No Show (within 15 mile radius)	\$35.00
After Hours (5:00 pm- 8:00 am), Weekend/Holiday (within 15 mile radius)	\$45.00
Weekend Transport or No Show (outside 15 mile radius) plus mileage rate	\$35.00
After Hours (5:00 pm – 8:00 am), Weekend/Holiday (outside 15 mile radius) plus mileage rate	\$45.00
Waiting Time (over 15 min, per 15 min)**	\$12.00
Mileage (outside 15 mile radius)~	\$2.00

** Starts when staff arrives at the patient's room

~ Determined by Mileage Chart



TRANSPORTATION VOUCHER

Circle one: WHEELCHAIR/GURNEY VAN

(Provider)

TRANSPORTATION INFORMATION:

Date/Time of Transport _____ Date _____

Patient Name _____ MR# _____

Transported From _____ MD _____

Transported To _____

Responsible Party Receiving _____

PAYOR INFORMATION:

MediCal # _____

ARMC to Pay

Authorized By (print) _____

Title _____

Signature _____

OFFICE USE: Pt Dx _____

D/C Planner _____

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Agreement, CONTRACTOR, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy Rule.

I. **Obligations and Activities of Business Associate.**

- a. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate shall implement administrative, physical, and technical safeguards to:
 1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- c. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.
- g. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity direct or agrees pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- h. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- j. Business Associate shall provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with provision (i), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- k. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained (and return or destroy all other Protected Health Information) received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with notification of the conditions that make return not feasible.

II. Specific Use and Disclosure Provisions.

- a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation service to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

III. Obligations of Covered Entity.

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

IV. General Provisions.

- a. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- b. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- c. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- d. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- e. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.